



Early Journal Content on JSTOR, Free to Anyone in the World

This article is one of nearly 500,000 scholarly works digitized and made freely available to everyone in the world by JSTOR.

Known as the Early Journal Content, this set of works include research articles, news, letters, and other writings published in more than 200 of the oldest leading academic journals. The works date from the mid-seventeenth to the early twentieth centuries.

We encourage people to read and share the Early Journal Content openly and to tell others that this resource exists. People may post this content online or redistribute in any way for non-commercial purposes.

Read more about Early Journal Content at <http://about.jstor.org/participate-jstor/individuals/early-journal-content>.

JSTOR is a digital library of academic journals, books, and primary source objects. JSTOR helps people discover, use, and build upon a wide range of content through a powerful research and teaching platform, and preserves this content for future generations. JSTOR is part of ITHAKA, a not-for-profit organization that also includes Ithaka S+R and Portico. For more information about JSTOR, please contact support@jstor.org.

49 N. W. 968; *Watson v. Milwaukee, etc. Ry. Co.*, 57 Wis. 332, 15 N. W. 468. If, as in the principal case, the debtor fails to demur for non-joinder of the assignor, a waiver of his rights against a splitting of the cause of action may well be implied, and hence the assignee's judgment should not bar later actions.

DAMAGES — LIQUIDATED DAMAGES — WHETHER DEMURRAGE RATE APPLIES TO UNREASONABLE DELAY. — The defendant was a charterer of a ship under a charter party which provided five lay days for loading, with payment of demurrage at a fixed rate per day after that. After detention of the ship for a reasonable time beyond the lay days plaintiff gave defendant notice that he would no longer accept the demurrage rate, but would hold the defendant for actual damages. The defendant declined to agree to this. The boat was retained some time longer, for which detention plaintiff seeks to recover actual damages. *Held*, that the plaintiff may recover only the demurrage rate. *Inverkip Steamship Co. v. Bunze*, [1917] 1 K. B. 31.

Demurrage may be considered either as an optional right in the charterer to retain the ship on paying a certain sum therefor, or as liquidated damages for a breach of the contract. If the first view be taken the option must be regarded as lasting only a reasonable time, and when the option expires, of course the provision for payment would end, and any further detention would be a breach for which actual damages could be recovered. *Western Transport Co. v. Barley*, 56 N. Y. 544. See *Lilly & Co. v. Stevenson & Co.*, 22 R. 278, 286. See CARVER, CARRIAGE OF GOODS BY SEA, 3 ed., § 609; STEVENS, DEMURRAGE, 69. This result has the advantage that it does not force the shipowner to either leave the boat for an indefinite period, and recover only a fraction of the actual damages, or take the boat away and suffer perhaps much greater damage for which he must rely on his action against the charterer. But the true construction of the contract in the principal case seems to be that the contract is to load the ship during the lay days, and pay damages at a liquidated rate for further detention; the unqualified statement "demurrage at so much per day" seems to indicate clearly that that rate of damages was relied on so long as the contract should remain in force. *Western Steamship Co. v. Amaral Sutherland Co.*, [1913] 3 K. B. 366. See SCRUTTON, CHARTERPARTIES AND BILLS OF LADING, 6 ed., art. 128. Had the defendant merely continued to use the boat after notice by the plaintiff he might be held to have impliedly consented to pay the actual damage, but his refusal to agree forbids such a construction of his actions. *Hagan v. Tucker*, 118 Fed. 731. See WALD'S POLLOCK ON CONTRACTS, 3 ed., 9.

DESCENT AND DISTRIBUTION — HOMICIDE BY INSANE HEIR. — An infant who had inherited real and personal property was killed by her insane mother, who then committed suicide. The child's property is claimed by both the mother's heirs and those who would be the child's heirs were the mother disqualified. *Held*, that the property became vested in the mother and passed to her heirs. *Re Estate of Maude Mason*, 31 Dom. L. R. 305 (Br. Col.).

For a discussion of the principles involved in this case, see NOTES, p. 622.

DOWER — VOID DIVORCE — ESTOPPEL IN PAIS — EFFECT OF IGNORANCE OF ONE'S RIGHTS. — Plaintiff secured a rabbinical divorce from R., and both parties, believing the divorce valid, "married" again. Plaintiff had knowledge of R.'s "remarriage." Plaintiff then removed from New York to Kansas. Twenty years after the separation, shortly after R.'s death, plaintiff learned that the divorce was invalid. She now claims dower in land acquired by R. and conveyed to an innocent purchaser in the interval. *Held*, she is equitably estopped from asserting her legal right to dower. *Kantor v. Cohn*, 56 N. Y. L. J. 1339 (Sup. Ct., King's Cty.).

Some courts have held that where the right of dower is statutory it can be barred only in such manner as the statute expressly provides. *McCreery v.*